

# O'TOOLE SCRIVO

A LIMITED LIABILITY COMPANY

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March 28, 2025

VIA ELECTRONIC FILING

Hon. Robyn F. Tarnofsky  
United States Courthouse  
500 Pearl Street  
New York, New York 10007-1312

**RE: The Travelers Indemnity Company of America v. Southwest Marine  
and General Insurance Company**  
**Docket No.: 1:23-cv-04859-RFT**

Dear Judge Tarnofsky:

This firm represents defendant, SW Marine and General Insurance Company (“SW Marine”), in this matter. We respectfully submit this letter, with the consent of plaintiff, Travelers Indemnity Company of America (“Travelers”), in response to the Court’s request for a joint position of the parties recommending how this matter should proceed. In an effort to reach a comprehensive resolution, we respectfully request that Traveler’s pending motion for summary judgment be held in abeyance, and that the parties be granted leave to file amended pleadings to implead and assert claims against an additional party, Hudson Excess Insurance Company (“Hudson”).

By way of background, this action pertains to an insurance coverage dispute arising from an incident in which an individual (“Claimant”) was injured on a worksite. Travelers is the insurer of Core Four Construction, which served as the general contractor for the project, and SW Marine is the insurer of SC Contracting Management (“SC”), which served as a subcontractor. SC, in turn, subcontracted with Claimant’s employer, Green & Sustainable Construction Corp. (“G&S”), which is insured by Hudson. Pursuant to SC’s subcontract with G&S, G&S agreed to indemnify and hold harmless SC and all upstream parties (“Indemnities”) and to provide insurance coverage to the Indemnities on a primary and non-contributory basis. Both SC and Travelers have requested that Hudson provide a defense to the Indemnities in the underlying action, but Hudson has yet to respond to SC and has denied Travelers’ request.

Accordingly, Hudson’s participation in this matter is necessary to achieve a comprehensive resolution. Moreover, a determination as to Hudson’s coverage obligations could render the

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pending dispute between SW Marine and Travelers moot. As such, the parties respectfully request leave to file amended pleadings to implead and assert claims against Hudson. Once Hudson has been added to the case, and its position is ascertained, the parties will reevaluate how the case should proceed, including whether mediation would be productive.

We thank the Court for its courtesies and attention to this matter.

Respectfully,  
O'TOOLE SCRIVO LLC

/s/ Steven A. Weiner

Steven A. Weiner

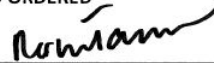
cc: All appearing parties (*via Pacer*)

The parties' request to stay this matter while they seek to pursue a potential global settlement is GRANTED. This case shall be stayed until **May 5, 2025**, at which time either 1) the parties shall file a joint letter informing the Court that they have settled this matter; or 2) Plaintiff shall file a motion to amend the operative complaint along with a proposed amendment and a letter indicating that Plaintiff's motion for summary judgment (ECF 30) is withdrawn without prejudice to refiling at an appropriate time; or 3) Plaintiff shall file a letter stating that the parties have been unable to achieve a settlement, that Plaintiff does not intend to seek leave to amend the operative complaint, and that Plaintiff seeks a decision on its summary judgment motion (ECF 30).

Dated: March 31, 2025

New York, NY

SO ORDERED



ROBYN F. TARNOFSKY  
UNITED STATES MAGISTRATE JUDGE